

**STATE LANDS COMMISSION**

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Sacramento, CA 95825

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# REQUEST FOR PROPOSAL

**Revised**

February 17, 2011

Bid Log Number 2010-09A  
Title: Economic Sustainability Plan  
for the Sacramento-San Joaquin Delta

## NOTICE TO PROSPECTIVE BIDDERS

This is a rebid. The Request for Proposal (RFP) is a revision of that dated November 19, 2010. The Scope of Work and requirements have changed significantly for this project therefore, necessitating a request for new bids. The Delta Protection Commission (Commission) is soliciting Proposals for Consulting Services entitled "Economic Sustainability Plan for the Sacramento-San Joaquin Delta", Bid Log Number 2010-09A. The nature and scope of the study is detailed in this RFP. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC-610) and Contractor Certification Clauses (CCC-307) that may be viewed and downloaded at Internet site <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

**This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE).** This three percent (3%) goal may be achieved by a combined effort of the Contractor and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources.

For this RFP, we are offering progressive incentives to those bidders who exceed the three percent (3%) DVBE participation requirement. The incentive is added to the score for cost after point totals are computed by comparing relative prices bid. The DVBE incentive applies only to those bidders that exceed the three percent (3%) mandatory participation goal.

The California State Lands Commission provides contracted fiscal and administrative services to the Delta Protection Commission and shall be the primary point of contact for bidders in the conduct of this procurement. Directly contacting Commissioners or staff of the Delta Protection Commission during this solicitation could result in disqualification.

For questions regarding this Request for Proposal or the ensuing Agreement, contact: **Annabell Abeleda at California State Lands Commission, 100 Howe Avenue, Suite 100 South, Sacramento, California 95825, Tel. (916) 574-1871, Fax (916) 574-1875 or by E-mail: [abeleda@slc.ca.gov](mailto:abeleda@slc.ca.gov)**

Enclosure

**REQUEST FOR PROPOSAL  
FOR  
ECONOMIC SUSTAINABILITY PLAN  
FOR THE SACRAMENTO-SAN JOAQUIN DELTA  
BID LOG NO. 2010-09A**

**100 Howe Avenue, Suite 100—South  
Sacramento, CA 95825  
Attn: Annabell Abeleda  
Tel. (916) 574-1871 Fax (916) 574-1875**

## INTRODUCTION

- A) Agency Mission and Vision** — The mission of Delta Protection Commission (Commission) is to guide the protection of the Sacramento-San Joaquin Delta's unique agricultural values, natural quality, cultural viability, economic vitality, and recreational opportunity through:
- Protection, maintenance, and enhancement and restoration of the overall quality of the Delta environment including agriculture, wildlife habitat, and recreational activities;
  - Findings, goals, policies and recommendations in the areas of land use, agriculture, natural resources, recreation and access (including marine patrol, boater education and safety programs), water, levees, utilities and infrastructure;
  - Assurance of orderly, balanced conservation and development of Delta land resources; and.
  - Facilitate a region in which the essential land uses and unique natural qualities flourish in self-sustaining harmony.
- B) Conflict of Interest** — Identify any possible conflict of interest or appearance of conflict of interest that may require investigation by the Commission. Include a discussion of all work previously performed by the Contractor or proposed subcontractors regarding the Delta Vision Plan, Delta Strategic Plan, Bay Delta Conservation Plan, or Delta Stewardship Council. Selected contractors and subcontractors will be required to execute a disclosure statement signed by the responsible official stating that they have no financial or other conflicting interest in the outcome of the project. Because this area is complex, potential bidders are encouraged to call the Contract Officer to discuss possible conflicts prior to expending major efforts on their bid proposals. Any work that the bidder or any of its subcontractors have participated in the past that may have an impact on the outcome of the development of the report that is considered/or may represent a conflict of interest should be disclosed.
- C) Minimum Qualifications for Bidders** — All bidders shall have a minimum of 5 years experience in defining, assessing and developing what the socioeconomic output is for a defined region, have experience in input-output modeling, and have developed socioeconomic plans for a region, including sensitivity analysis and cost-benefit analysis assessing physical changes that may effect economic output of a region as well as public policy proposals that may affect economic output of a region. Additionally, bidders must possess an in depth experience in working with local communities, local and state governments. A background in California agriculture and water issues in the Sacramento-San Joaquin Delta is helpful.
- D) Background and Description of Project** —The Commission is soliciting proposals from qualified consultants to assist in developing the Economic Sustainability Plan for the Sacramento-San Joaquin Delta (the Plan). With the passage of the Delta legislative water package in November 2009, (SB X7 1 Section 29759), the Commission was tasked with the development of an Economic Sustainability Plan to be completed by July 1, 2011. The Plan will serve two primary functions, including providing a blueprint for a sustainable Delta economy in compliance with SB X7 1, and establishing a basis to evaluate future public policy and program decisions, and probable physical changes affecting the Delta for their potential impact upon the Delta's long-term economic sustainability. The Plan will be a working document that shall be reviewed every five years.
- In addition, the Plan shall include information and recommendations that inform the Delta Stewardship Council's policies regarding the socioeconomic sustainability of the Delta region, specifically to protect, enhance, and sustain the unique cultural, historical, recreational, agricultural values of the Delta as an evolving place in a manner consistent with the co-equal goals of protecting, restoring and enhancing the Delta ecosystem and providing a more reliable water supply for California.
- The Plan will include, but not be limited to the following:
- 1) Public safety recommendations, such as flood protection recommendations and relationship to economic sustainability;
  - 2) A summation of economic goals, policies, and objectives consistent with local general plans and other local economic efforts, including recommendations on continued socioeconomic sustainability of agriculture and

its infrastructure and legacy communities in the Delta;

- 3) Comments and recommendations to the Department of Water Resources concerning its periodic update of the flood management plan for the Delta as it relates to economic sustainability;
- 4) Identification of ways to encourage recreational investment along the key river corridors, as appropriate;
- 5) Evaluate socioeconomic sustainability of the Delta with respect to the State enacting various policy proposals or combination of policy proposals affecting the Delta (i.e. Delta Vision Strategic Plan; various studies of the Public Policy Institute of California; Bay Delta Conversation Plan; Delta Stewardship Council Plan); and
- 6) Recommendations as to the sustainability of Legacy Towns in the Primary Zone, including but not limited to recommendations as to land use, preservation of historical architecture, and integration with State Department of Parks' vision for the Delta.

The Commission has established an Economic Sustainability Plan Committee (ESP) to guide the preparation of the Plan. In addition to the above-mentioned items, the Committee has identified a number of areas that should be a part of the Plan and should be taken into consideration in the establishment the Plan, including:

- demonstrate and illustrate a Delta identity;
- recognition of Delta values, and impacts to values, including trends;
- a document of action strategy (not a reference shelf document);
- a foundation or basis to inform local, regional, state and federal policy development;
- acknowledge need for rational balance among Delta uses;
- identify priority areas in need of influence;
- recognize science and resources;
- address gaps and recognize nexus;
- integration with the Delta Protection Commission Resource Management Plan and Delta Stewardship Council's Delta Plan (consistency), other relevant plans, programs;
- recognize "Quality of Life" is measured by the 3E's (Environment, Economy, social Equity; plus public health);
- financing opportunities and planning recommendations to accomplish economic sustainability;
- entrepreneur stimulus, tools to influence and foster (public/private partnerships); and
- stakeholder influence

In order to complete the Plan within the required timeframe, and to effectively influence other Delta initiatives underway (including the Interim Delta Plan and the final Delta Plan, which is under development), the Commission developed a timeframe with the goal of completing draft key components of the Plan within three weeks of contract award. To begin the Plan preparation process, the Commission retained consultants and embarked on the preparation of an Economic Sustainability Plan Framework Study (Framework Study) that was completed December 31, 2010.

**The most current versions of the Framework Study documents are posted on the Commission web site, at [www.delta.ca.gov](http://www.delta.ca.gov).** Volume I of the Framework Study identifies key drivers of the Delta economy, key assets supporting the Delta economy, and key factors influencing the Delta economy as a whole as well as factors affecting individual sectors and activities within the Delta. Volume II of the Framework Study provides background information in support of Volume I. The Framework Study should be used as a starting point, to be built upon, in the preparation of a plan for the Delta's economic sustainability. In addition to the published plan documents, additional work papers from the Framework Study, including meeting notes and a database of public and stakeholder outreach contacts will be available to the consultant selected to prepare the Plan.

**D) Description of Work** - The selected consultant or consultant team (Consultant) will be responsible to prepare the Plan for adoption by the Delta Protection Commission no later than July 1, 2011. In conjunction with

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preparing the Plan, the Consultant will collaborate with Commission staff in developing and maintaining a detailed project schedule in order to complete the project by the statutory deadline. The Consultant will be responsible to collect and analyze data as necessary to create the Plan. The Consultant will also plan, coordinate, and carry out public outreach activities and meetings, and provide regular updates and presentations to the Economic Sustainability Plan Committee and the Delta Protection Commission. The Consultant Work Scope shall include, but not be limited to the following Tasks:

### **Task 1. Public Outreach**

The Consultant will plan and implement a public outreach program to present the Plan to the Delta community, including residents, business owners, and other stakeholders and interested parties in the development of the Plan. The objective of the outreach component of the project is to solicit community input on the contents of the Plan, and to build community support for the Plan before it is presented to the Commission for adoption.

### **Recommended Public Outreach Program**

#### Master Database

- Master list revisions (for notification and general communications); initial contact list will be provided by Commission from Phase 1 work
- Key stakeholder identification. Initial list will be provided by Commission from Phase 1 work

#### Notifications

- All notice preparation and circulation (14-21 days prior to meeting)
- Email notifications for community meetings
- Posting of meeting fliers (at 15 key community locations; map to be provided by Commission) and notifications in local newspapers.

#### Key Stakeholder Outreach Meetings to include but not be limited to

- Confirmation of stakeholders (Commission to approve)
- One-on-one stakeholder meetings
- ESP Committee member interviews
- Focus Groups
- Phone Interviews

#### General Public Outreach Meetings -

- Meeting locations
  - #1 North Delta
  - #2 South Delta
  - #3 Central Delta
  - #4 West Delta
- Meeting format (TBD)
- Workshop summaries for each meeting (electronic only – posted on Commission website)

#### Final Outreach Summary Report (to include)

- Program overview
- Notices (copies of, and information on, each notice)
- Notification list
- Meeting and Issue Summaries (for each Public meeting, summaries from stakeholder sessions)
- Conclusions and key findings

#### Additional Outreach Program Details

- Photos, notes and sign in sheets produced by outreach team (meetings, etc.)
- Additional event support will include, printed materials (agendas), etc.
- Communications (staff and committee):
  - Meeting preparation (for ESP Committee and public meetings)
  - Master calendar prepared (for ESP Committee and Staff)
  - Reminder notices to be circulated

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- Media support (TBD by Commission Management and Staff)
- One focus group (minimum) shall include Spanish speaking community members/stakeholders and a translator shall be provided
- Mailing costs shall be the responsibility of the contractor
- Monthly reports to the Commission and ESP Committee are required

## **Task 2. Plan Development**

The Consultant will be responsible to prepare an Administrative Draft Plan for review by Commission staff, a Public Review Draft Plan for review and discussion in public meetings, a Draft Final Plan for review and comment by the Economic Sustainability Committee and the Commission, and a Final Plan based on Commission direction.

The Plan shall include the elements required by SB X7 1 as summarized in the Background section above and it shall address the additional features identified as desirable by the Economic Sustainability in the Background section. The Consultant shall construct the Plan so that it provides a blueprint for a sustainable Delta economy and establishes a basis to evaluate future policy and program decisions and probable physical changes affecting the Delta for their potential impact upon the Delta's long-term economic sustainability. The Delta-as-a Place is unique; the Plan must reflect the adaptive nature of the Delta, the impact of the application of various policy proposals on Delta socioeconomic sustainability. As an example, there is little argument today that the Delta economy is substantially agriculturally based; the plan should evaluate, but not be limited to, how proposals to convert up to a sixth of the Delta land area to habitat or how a downgrade in water quality and/or reduction in water supply affect ongoing economic sustainability of the Delta. Additionally, the Plan should address what is the transition necessary for Delta socioeconomic sustainability—or how does the definition of socioeconomic sustainability for the Delta change over time.

Consultant will be responsible for all work necessary to prepare the Plan, including review of the Framework Study materials, including key background documents identified in the Framework Study; collection, review, and synthesis of additional data as necessary to inform the Plan; and preparation of documents, including necessary tables, maps, charts and graphics. The Commission is looking for work that is an independent assessment of the many facets of the Delta that result in an Economic Sustainability Plan. The Plan should serve not only as a plan for economic sustainability of the Delta, now and into the future, but also as a tool for an objective assessment of the economic impacts of policy proposals and probable physical changes. These should be evaluated not only for their affect in the Delta, but also how these affect both the immediate and regional economies and the economy of the state.

Consultant will prepare and distribute at the minimum, 50 hard copies of each Draft Plan and Final Plan with additional electronic versions produced on CD, in Microsoft Word (2007 or 2010 version) and PDF (Adobe Writer) format. Word format and PDF format are to be posted to a website (for public versions) that can be linked to the Commission's website. The Draft Plan shall be provided by the Consultant within four weeks before adoption of the Final Plan.

The consultant will mail notices and hard copies or CDs (as requested) of the draft and final report to everyone on the mailing list provided by the Commission.

## **Task 3. Coordination with Commission Staff, Economic Sustainability Committee and Commission Presentations**

The Consultant will coordinate with Commission staff as necessary to ensure the smooth progress of the project. This will include coordination of public outreach efforts, meeting dates and venues, etc. In addition, the Consultant will need to collaborate with Commission staff to plan for attendance and participation at regular meetings of ESP and the Commission, to provide updates, and to present draft work products and obtain feedback as appropriate.

Specifically, the technical and the cost proposals for the Economic Sustainability Plan should reflect the following:

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1. Economic Sustainability must encompass not only the Primary Zone, but also the Legal Delta and impact of the Delta Economy on the State's economy.
2. The successful applicant shall purchase Dun & Bradstreet or other current establishment level business data for the Legal Delta to define the specific businesses, employment, and annual sales by sector within the Delta, as a basis for refining the estimates of the Delta's gross economic output and understanding the characteristics of the Delta economy and variation in business activity by location in the Delta.
3. Public Safety Recommendation must reflect not only a review of relevant literature but also include relevant research as to public safety recommendations and recommendations for flood protection.
4. Utilize IMPLAN input-output model or other similar, but recognized, input-output model, to determine direct, indirect and induced economic output related to the Delta economy within the five Delta Counties and with the State of California as a whole.
5. Summarize the key impacts of the Delta economy on the larger regional and statewide economies, highlighting sectors within the larger economies that receive significant economic support from the Delta economy.
6. Refine statements of Delta agricultural production working with the five Delta counties to obtain Delta specific data.
7. Refine estimates of Delta recreation and tourism activity, following up with State Parks on the study that was to be completed in 2010.
8. Analyze current major Delta policy proposals and probable physical events, as to direct results on the Delta economy and resulting, indirect and induced input on the economies of the five Delta counties and State economy, to include but not be limited to the following: Bay Delta Conservation Plan; PPIC upcoming publication "Transition for Delta Economy"; Seismic susceptibility; sea level rise . Analysis should reflect current risk/impacts out to 2050 and 2100 **and to the extent possible be incorporated in the input-output model.**
9. Conduct research and analysis to prepare specific long-term sustainability recommendations for: flood protection; the Delta's Legacy communities; Agriculture in the Delta; Recreation in the Delta; Tourism in the Delta (with and without the enhancement of designation of the Delta as a National Heritage Area).
10. All public outreach, including web sites, blogs, on line survey, mailings (newsletters, meeting notifications) and notifications in the media shall be at the expense of the contractor.
11. Any "optional tasks" proposals must be accompanied by work scope and budget.

#### **E) Proposal Requirements and Information**

1. Cost Proposal – It is the intent of the Commission to award a not-to-exceed contract. The average hourly rate bid price shall include all labor, travel, materials, equipment and every other item of expense incidental to the performance of the contract. To assist the bidder in the preparation of the cost proposal, the Commission Staff estimated that the project will require a **maximum 7500 hours**. The Cost Proposal shall be contained in a separate sealed envelope and marked "**Sealed Cost Proposal – DO NOT OPEN.**" No warranty is made, written or implied as to the total work to be performed pursuant to the Agreement.
2. Proposal Requirements – The proposal must be complete and accurate. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will be sufficient cause for rejection of proposal. Bidders submitting a proposal must address each of the required sections indicated below. Attachments requiring signature must be signed by the individual who is authorized to bind the bidder contractually. Please label and separate each section to allow for ease of review by the team of reviewers. The content and sequence of the proposal will be as follows:

Section

Title

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Economic Sustainability Plan for Sacramento-San Joaquin Delta

A	Cover Letter
B	Table of Contents
C	Work to be Performed
D	Technical Approach/Work Plan
E	Resumes/References
F	Required Attachments

- A) Cover Letter – Cover letter, which shall be part of the proposal package, must be signed by the individual who is authorized to bind the bidder contractually. This portion of the submission should be limited to one or two pages.
- B) Table of Contents – Immediately following the cover letter, there must be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section/subsection and the applicable page numbers.
- C) Work to be Performed –The bidder shall demonstrate an understanding of and approach to the work to be performed in a maximum of five (5) pages. Provide any information which is relevant to explain an understanding of the project and the approach that would be used to achieve the project objectives. The Statement shall discuss the purpose of the project, its objectives and the approach to accomplishing the objectives, key stakeholders that will need to be involved, and what aspects of the project are likely to provide the greatest challenge. At the discretion of the bidder, the Statement of Project understanding and approach may be provided as an introduction to the Work Plan and Schedule described in the following paragraph.
- D) Technical Approach/Work Plan –The bidder shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payment made. The work plan and schedule will be crucial for demonstrating the bidder's ability to perform the required services. The scope of work in Sections C and D provides the objective and general tasks that must be completed.
- E) Resumes and References
- a. Project Personnel – List and provide resumes for all key personnel who will be working on the project and their titles. These key personnel assigned to the project shall not be reassigned or replaced without the prior written approval from the Commission.
  - b. References – List two references for services performed within the last five years.
- F) Subcontracts – If subcontractors are to be used, the bidder must include a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontracted work should be included in fixed hourly rate.
- G) Required Attachments – Bidder shall include all documents identified in the Required Attachments outlined in Attachment 1, Check List. Proposals not including the proper “required attachments” for each proposal shall be deemed non-responsive. A non responsive proposal is one that does not meet the basic proposal requirements.
3. Time Schedule – It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.



<u>Event</u>	<u>Date</u>
RFP available to prospective bidder	2-18-2011
<b>Final Date for Proposal Submission, no later than 2:00 pm</b>	3-4-2011
Prequalification Evaluation (estimated)	3-9-2011
Notice of Intent to Award (estimated)	3-9-2011
Last Day to Protest the Award (estimated)	3-16-2011
Contract development, processing and execution (estimated)	3-17-2011
Contract Start Date (estimated)	3-31-2011

4. Selection Criteria – Proposals will be evaluated on the basis of demonstrated competence and experience of the firm, on the qualifications and experience of the staff assigned to the project, and the availability of resources appropriate to complete the work on time. The bid proposal should document the Consultant's expertise in these areas fundamental to the preparation of the Plan, including:

- local and regional economic contributors and development strategies;
- data collection, independent data analysis, background literature & data research, integration of multiple plans and programs;
- facilitation and consensus-building with a broad array of local participants and stakeholders, ability to interact with all levels of government;
- familiarity with the Delta and environs; recognition of Delta values and relationships, legacy towns;
- water and flood issues, infrastructure and flood management needs;
- agricultural cultural practices, trends, and commodities;
- recreation and tourism opportunities;
- environmental and economic justice issues;
- identification of likely environmental issues and constraints, Heritage areas;
- identification of likely economic issues, opportunities and constraints, consistency (as appropriate) with a variety of established economic strategies; and
- demonstration of a clear understanding of the Commission's role and the juxtaposition of the other Delta governance structures plans and programs.

5. Proposal Evaluation Process – The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and complete. All information must be contained in the proposal. No assumption will be made by the Commission regarding the intentions of the bidder in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. All sections will be used in the evaluation. Bidders not providing all requested information may be rejected.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in the final solicitation document. Clarifications may be requested from the bidder at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Proposals and any work sample should be submitted with the most favorable terms the bidder can offer. If the Commission is unable to execute an Agreement with the apparent successful competitor, the Commission reserves the right to award the Agreement to the next highest scoring responsive and responsible bidder whose proposal conforms to the requirements of this solicitation document.

The purpose of the proposal evaluation process contains **two (2) phases**: 1) to assess the response for compliance with the minimum qualifications, content and format requirements; and 2) to identify the

bidder that has the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein:

1) Evaluation Process:

- a. Each proposal package will be date and time stamped when received.
- b. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted.
- c. All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
- d. All proposals will be reviewed to determine if they satisfy the minimum qualifications and contain the required submittals specified in this RFP.

2) Proposal Evaluation – Proposals that pass the prequalification evaluation review will undergo an evaluation process conducted by a team of reviewers appointed by the Commission. Each team member will independently evaluate and score the proposals based on the categories enumerated in Scoring System laid out below.

6. Scoring System – The highest point score that will be awarded for this proposal is **500 points plus any DVBE incentives** and it will be based on the information provided by the Consultant meeting all requirements and criteria as stated in the RFP. Responsiveness to the requirements of the RFP, especially in adhering to the required format, ease of understanding and conciseness and clarity of the proposal is of utmost importance.

1) **Technical Proposal**

**Points 175**

- a. Completeness of work plan and proposal content. (25 points)
- b. Demonstrated knowledge of the resources available before report process and to complete a report addressing the issues in the scope of work requested. (75 points)
- c. Level of understanding of the services requested as evidenced by the written work plan and proposal content. (75 points)

2) **Qualifications and Experience**

**Points 175**

- a. Ability of the individual or firm to perform the work required, as demonstrated by the submitted resume(s), references, and work plan. (50 points)
- b. Individual or firm's experience in designing and utilizing an outreach process that ensured meaningful engagement in the planning process from a full array of stakeholders. (50 points)
- c. Professional qualifications, educational background, and current professional designations related to the scope of work requested. (50 points)
- d. Knowledge of applicable standards, regulations, codes and technology associated with the services performed. (25 points)

### 3) Cost

### Points 150

This phase consists of opening and evaluating cost proposals. The **lowest average hourly rate** bid on a qualified proposal under the provisions of this RFP will receive the highest points. Each remaining bidder will receive points determined by multiplying 150 by the result of dividing the low bid by its bid. All scores will be truncated down to the nearest integer.

*Example:*

*The lowest bid is \$50.00 per hour and another bid is \$60.00 per hour, the low bidder would receive 150 points. The other proposal would receive  $(50/60) \times 150 = 125$  points. This computation will be made after adjustments for DVBE and Small Business preferences to the hourly rate bid.*

#### DVBE Incentive

This solicitation has a mandatory 3% Disabled Veteran Business Enterprise (DVBE) participation goal. A total of 3% of the contract amount must be allocated to a certified DVBE and must be submitted with the cost proposal. An incentive bonus percentage for participation in excess of 3% of the total contract amount will be subtracted from the hourly rate bid for purposes of comparing to other bidders and the award of points as follows:

Over 3% up to 3.99% DVBE participation	1%
Over 4% up to 5.99% DVBE participation	2%
Over 6% up to 7.99% DVBE participation	3%
Over 8% up to 9.99% DVBE participation	4%
10% and over DVBE participation	5%

These incentives will not be used to determine the top three proposals for interview; only in the final total point comparison.

#### Small Business Incentive

Should the proposing firm be a certified California Small Business, or propose subcontracting at least 25% of the total work to certified California Small Business, their proposed cost will be reduced by 5% for purposes of comparing to the other bidders and the award of points.

For more information regarding DVBE and Small Business programs go to:  
<http://www.pd.dgs.ca.gov/smbus/default.htm>

### 7. Submission of Proposal

- a) A minimum of the **original and 9 copies** of the proposal must be submitted.
- b) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.
- c) The Cost Proposal and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "**Sealed Cost Proposal – DO NOT OPEN.**"
- d) All proposals must include the documents identified in the **Required Attachment Checklist**. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.

- e) All proposals must be submitted in a sealed envelope and delivered to California State Lands Commission on or before the due date and time for this RFP. Proposals received after the date and time posted for this RFP will not be considered.
- f) The proposal envelopes must be plainly marked with the Bid Log number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(Bid Log Number and Title)  
(Your Firm Name)  
(Your Firm Address)  
DO NOT OPEN

- g) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries or Hand Deliveries  
(UPS, Express Mail, Federal Express)

California State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825  
Attn: Annabell Abeleda

- h) Bidders are solely responsible for insuring delivery of their proposal no later than the date and time specified in this RFP. Use of the U.S. Postal Service, express or overnight delivery, or any other service which might result in delayed delivery shall not relieve the bidders from the conditions of the specified deadline. It is the State's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their proposal at the address stated above. Bidders may verify receipt of their proposal by contacting the name specified above at (916) 574-1871.
- i) If the proposal is made under a fictitious name or business title, the actual legal name of the bidder must be provided. Proposals not submitted in a sealed envelope and marked as indicated will be rejected.
- j) Proposals must be submitted for the performance of all the services described herein. Any deviation from work specifications will not be considered and will cause a proposal to be rejected.
- k) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Failure to disclose all relevant information called for under Section B of the introduction may result in rejection of the proposal. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- l) Costs for developing proposals and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- m) A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- o) Bidders are cautioned not to rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders should carefully proof their proposal for errors and adherence to the RFP requirements prior to submitting their documents.
  - p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
  - q) No more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidder, none of the participants in such collusion will be considered in this or future procurements.
  - r) The State or awarding agency does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at the Internet site <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>
  - s) The awarding agency reserves the right to reject any or all proposals for reasonable cause. The State is not required to award the agreement and the State reserves the right to terminate for any reasons at the State sole discretion any contract awarded pursuant to this RFP at anytime upon giving written notice.
  - t) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
8. Award and Protest –The agreement shall be awarded to the responsible bidder achieving the highest point score meeting all requirements. The proposed contract award shall be posted in a public place in the office of State Lands Commission, 100 Howe Avenue, Suite 100-South, Sacramento, California 95825 and on the following internet site: [http://www.slc.ca.gov/Misc\\_Pages/Contracting\\_Opportunities\\_Home\\_Page.html](http://www.slc.ca.gov/Misc_Pages/Contracting_Opportunities_Home_Page.html) for five (5) working days prior to awarding the agreement. After posting the Notice of Intent to Award, all proposals and evaluation sheet will be available for public inspection. Interested parties should contact the Contracts Office at (916) 574-1871.

If any bidder prior to the award of the agreement, files a protest with the State Lands Commission and Department of General Services, Office of Legal Services, the contract shall not be awarded until either the protest has been withdrawn or Department of General Services has rendered a decision. After filing a protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest.

**There is no basis for protest if the awarding agency rejects all bids or cancels its proposal, based on the interests of the state or the protestant was not a bidder.** The protest shall be limited to the following grounds:

- Commission failed to substantially adhere to any specified procedures as set out in the RFP.
- Commission failed to apply correctly the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.
- Commission failed to follow evaluation and rating methods as specified in the RFP.
- Commission proposes to award a contract to other than the bidder receiving the highest rating and satisfactorily meeting all requirements of the final contract negotiation.

- Commission used a method other than that set out in the RFP to determine contract award.

9. Standard Conditions of Service – The services of the Contractor shall be available no later than five (5) days, or the express date set by the awarding agency and the Contractor, **after all approvals have been obtained and the agreement is fully executed**. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing the work by the second highest proposal or by another contractor. No oral understanding or agreement shall be binding on either party.

If currently not on file with the awarding agency, Contractor must complete and submit the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

If currently not on file with the awarding agency, Contractor must sign and submit one (1) Contractor Certification Clauses (CCC) which can be found on the internet site at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

All performance under the agreement shall be completed on or before the termination date of the agreement. Occasionally, during the *Plan* development process, additional work for specific project plans is required to support the *Plan* itself. These management/specific project plans are more detailed in nature than the general plan but integral to its development. The topic of each specific plan is typically unknown at the beginning of the *Plan* process and emerges through the inventory and public input phases. As such, the Commission reserves the right to amend the Contractor's agreement to incorporate such specific plans, with a description of the scope of work and associated costs.

10. Disposition of Proposals – Upon proposal opening, all documents submitted in response to this RFP will become the property of the State and will be regarded as public records under the California Public Record Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the letter of "Intent to Award" is posted.

Proposal packages may be returned upon request and only at the bidder's expense, unless such expense is waived by the awarding agency.

11. Standard Agreement Sample – The Contractor should review the terms of this contract and become familiar with its language. This will substantively be the contract that will be entered into between the State and Contractor.
12. Small Business Enterprise Preference Program – Bidders seeking a five percent (5%) small business preference must submit a copy of their DGS small business certifications of the prime or subcontractors with their cost bids.

The Office of Small Business Certification and Resources (OSBCR) offer program information and may be reached at:

Department of General Services  
Office of Small Business and DVBE Services  
707 3<sup>rd</sup> Street, 1<sup>st</sup> Floor, Room 400  
West Sacramento, CA 95605  
Receptionist: (916) 375-4940 or (800) 559-5529

14. **Disabled Veteran's Business Enterprise Participation and Certification – This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE).** This three percent (3%) goal may be achieved by a combined effort of the Consultant and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Consultant will clearly identify within their proposal, those sub-contractors that are certified DVBE's. The cost estimate will identify the amounts allocated to those sub-contractors that are certified DVBE's in their cost proposal.

Contractor is advised that, commitment made to achieve disabled veteran business enterprise (DVBE) participation, if awarded the contract, Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) section 999.5(d)).

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10, or PCC section 4110 (applies to public works only).

For general regarding DVBE contracting assistance, email [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov) or call (916) 375-4940.

## Attachment 1

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Submission Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Proposal – Sealed envelope marked “ <b>Cost Proposal – Do not Open</b> ”
_____ Attachment 4	Darfur Contracting Act Form (one copy) If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.
_____ <b>Form on Web</b>	STD.204 - Payee Data Record <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>
_____ <b>Form on Web</b>	CCC-307 - Contractor Certification Clauses <a href="http://www.documents.dgs.ca.gov/ols/CCC-307.doc">http://www.documents.dgs.ca.gov/ols/CCC-307.doc</a> .
_____ <b>Forms on Web</b>	Small Business/Disabled Veteran Business Enterprise Participation Forms and Instructions – <b>REQUIRED WITH COST PROPOSAL</b>  GSPD05105 - Bidders Declaration and Listing of Subcontractors <a href="http://www.documents.dgs.ca.gov/pd/calcard/BidderDeclarationGSPD05105.pdf">http://www.documents.dgs.ca.gov/pd/calcard/BidderDeclarationGSPD05105.pdf</a>  Std.843 Disabled Veteran Business Enterprise Declaration and copies of DVBE certification letters for Prime and/or each DVBE subcontractor firm proposed as applicable <a href="http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf">http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf</a>



## Attachment 2

### **BID/BIDDER CERTIFICATION SHEET**

[This **BID CERTIFICATION SHEET** must be signed and returned along with all of the **REQUIRED ATTACHMENTS** as an entire package with signatures. The Bid Certification Sheet and the Required Attachments must be transmitted in a sealed envelope in accordance with all bid instructions.]

#### **Do not return Attachment 5 "Sample Agreement"**

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal – Do not Open."**
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met or exceeded the participation goals for this procurement.
- C. Place all required attachments behind this certification sheet.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

#### **An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FED- )	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:  a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____  b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____  <b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked <b>"Yes"</b> . Date application was submitted to OSBCR, if an application is pending: _____		

## BID/BIDDER CERTIFICATION SHEET

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

### Attachment 3

#### Cost Proposal Worksheet

Professional Services hourly rate \_\_\_\_\_ x7500 = Total Cost.

The hourly rate shall include all costs in preparing and executing the work to be performed. It shall include all labor, equipment, transportation, supplies, and materials necessary to complete the proposed work to be performed in this RFP.

The Commission anticipates that the work to be performed will not exceed a total of 7500 hours.

## Attachment 4

### **DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

**If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.**

#### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

#### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

### SAMPLE OF PROPOSED CONTRACT

**Note:** The following 6 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the Contract Officer identified for this RFP.

**INFORMATION ONLY. DO NOT SIGN OR RETURN WITH PROPOSAL**

STATE OF CALIFORNIA

## STANDARD AGREEMENT

STD.213 (NEW 02/98)

AGREEMENT NUMBER

CONTRACT REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Page(s)

Exhibit B – Budget Detail and Payment Provision Page(s)

Exhibit C\* – General Terms and Conditions GTC307

Check mark one item below as Exhibit D: Page(s)

☒ Exhibit D – Special Terms and Conditions (attached hereto as part of this agreement)

☐ Exhibit D\* – Special Terms and Conditions

Exhibit E – Contractor's Cost Proposal Page(s)

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language/default.htm](http://www.ols.dgs.ca.gov/Standard+Language/default.htm)

**IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.**

### CONTRACTOR

CALIFORNIA  
Department of General Services  
Use only

CONTRACTOR'S NAME (if other than individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

### STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

State Lands Commission, 100 Howe Ave., Suite100 South, Sacramento, CA 95825

☐ Exempt per

## EXHIBIT A

### **SCOPE OF WORK**

1. **Services** – Contractor agrees to provide all labor, equipment, transportation, supplies, materials necessary to complete the services described in the Delta Protection Commission's solicitation, Request for Proposal, Bid Log Number 2010-09, entitled "Economic Sustainability Plan for Sacramento-San Joaquin Delta" which is hereby incorporated by reference and made a part of this Agreement. All work performed pursuant to the terms of this agreement shall be done in accordance with and for the price stated in Exhibit E, Contractor's Cost Proposal.

The parts of this agreement are complementary and describe and provide for the completion of the work specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.

2. **Conflict** – Any inconsistency in this Agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order: (a) Standard Agreement; (b) Scope of Work to be Performed; (c) Request for Proposals and (d) Contractor's Cost Proposal.

**Item "b" and "c" above and their supporting documentation are hereby incorporated by reference and made a part of this Agreement as if included herein.** No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

3. **Responsibilities of Project Managers** – The Project Managers shall be the day-to-day representative for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to the Project Managers assigned to this project. The State Project Manager shall have the right to change its Project Manager upon written notice to the Contractor. Contractor shall change its Project Manager only upon prior written approval from the State Project Manager.

The Project Managers during the term of this Agreement will be:

<b><u>Delta Protection Commission</u></b>	<b><u>Contractor</u></b>
Name: Michael Machado	Name:
Phone: (916) 776-2290	Phone:
Fax: (916) 776-2293	Fax:
E-mail: <a href="mailto:Michael.machado@delta.ca.gov">Michael.machado@delta.ca.gov</a>	E-mail:

4. Direct all Agreement inquiries to:

<b><u>California State Lands Commission</u></b>	<b><u>Contractor</u></b>
Name: Annabell Abeleda	Name:
Phone: (916) 574-1871	Phone:
Fax: (916) 574-1875	Fax:
E-mail: <a href="mailto:Annabell.Abeleda@slc.ca.gov">Annabell.Abeleda@slc.ca.gov</a>	E-mail:

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment – For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Payments shall be made to the Contractor monthly and only upon verification of delivery or completion of predetermined milestones. With respect to the payment, a report shall be prepared by the Contractor in sufficient scope and detail to define actual progress of the work and specific milestones completed, including a description of the activities of the Contractor and subcontractors; a description of the problems encountered; the status of various tasks underway; and up-to-date planning and milestone schedule; a statement of tasks and milestones completed; and a statement of funds budgeted and expended to date for each task including identification of personnel used with time, compensation, and expenses paid or payable to each worker by the Contractor, material purchased and any other costs incurred during the payment period.

Invoices shall include the Agreement Number and be submitted in triplicate in arrears to:

Delta Protection Commission  
C/o California State Lands Commission  
100 Howe Avenue, Suite-100 South  
Sacramento, CA 95825-8202  
Attn.: Contracts Officer

2. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. Retention: In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

This document can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>



## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

1. Effective Date – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. Amendments – Amendments to this Agreement may be proposed by either party and shall be effected by issuance of a written instrument executed by both parties. The Agreement price may be equitably adjusted to reflect any additional costs or new savings resulting from such amendment(s).

Work subject to such amendment(s) shall be performed in accordance with all applicable requirements of this Agreement, including any amendments thereto. No guarantee is made hereby that any change(s) or additional work will be authorized or required. The State reserves the right to make all adjustments in work in a manner which it, in its sole discretion, determines to be in the best interests of the State, including, but not limited to, the hiring of additional contractors or replacement of subcontractors, subject to all other provisions of this Agreement.

3. Settlement of Disputes – In the event of a dispute, Contractor shall file a "Notice of Dispute" with **California State Lands Commission**, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Officer or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Officer or designee shall be final.
4. Evaluation of Contractor – Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file for consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the Contract amount is over \$5,000.00.
5. Contract Performance – All performance under the Agreement shall be completed on or before the termination date of the Agreement.

Task Approval Process – Each major task must be approved by a designated Agency approval committee in writing prior to execution of and in order to receive payment for the task. The State reserves the right to modify; reject, cancel, or stop any and all plans, schedules or work in progress. In such event, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations thereunder. The State shall reimburse the Contractor for all satisfactory services rendered and expenses, if any, incurred prior to such notice of termination, as well as the fees withheld in accordance with the paragraph of this Attachment and shall hold the Contractor harmless from commitments therefore reasonably made in performance of the duties prescribed under the terms of this Agreement.

The Contractor represents that he or she has or shall secure at its own expense, all staff including subcontractors and legal staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any personal contractual relationship with CSLC or any other governmental entity.

6. Release of Information by Contractor – No reports, information, discoveries, or data obtained, assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the Agency.
7. Copyrights – Unless expressly agreed to in writing, the Agency is to retain ownership of all original material resulting from this Agreement. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor or his subcontractor without the express authority of the Agency. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.
8. Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

9. Replacement of Personnel

BY CONTRACTOR – This Agreement is for services to be provided by specific persons listed and described in Contractor's Proposal Submittal and the Contract Price is based on salaries for these same persons as identified in Contractor's Cost Proposal. Commission enters into this Agreement relying on the skills and qualifications of those persons and the costs identified for them by Contractor. Contractor acknowledges that in the event any or all of these individuals are removed, replaced or reassigned by Contractor, such removal, replacement, or reassignment may result in serious harm to the Commission. Contractor agrees not to remove, replace, or reassign such individuals without the written approval of the Commission. Such approval shall not be unreasonably withheld or delayed provided that any replacement or additional personnel proposed during the life of the contract meet or exceed the skill level and experience that the Contractor proposed. The State Project Manager will be the final decision authority as to whether substitute personnel meet the qualifications and whether to approve the substitution of the Contractor team members. Contractor shall provide to the State's Project Manager the name and resume of such person and the work to be performed, along with a justification of the necessity for the substitution or addition and the rate to be charged. Contractor agrees not to charge the Commission for the time spent in selecting and familiarizing new personnel with the Work.

BY the Commission – If the Commission finds the performance of any of Contractor's employees to be unsatisfactory and so notifies the Contractor in writing, Contractor shall have a reasonable time not to exceed 30 days to remedy that person's unsatisfactory performance or to replace said employee. This provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Contractor of any employee removed, replaced, or reassigned under the terms of this paragraph.

10. Conflict with Existing Law – The Contractor and the Commission agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Licenses and Permits – The Contractor warrants that it is an individual or firm licensed to do business in California and has obtained, at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement.